

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE

CHICAGO, ILLINOIS 60601-7567

312-558-1000

TWX NUMBER
910-221-1154

TELECOPIER
312-750-8600

529 FIFTH AVENUE
NEW YORK, NEW YORK 10017-4608
212-949-7075

580 HOWARD AVENUE
SOMERSET, NEW JERSEY 08875-6739
201-563-2700

888 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20006-4103
202-296-8600

RECORDATION NO. 16884
FILED 102

JUN 4 1990 - 11 50 AM
INTERSTATE COMMERCE COMMISSION

June 1, 1990

RECORDATION NO. 16884
FILED 102
JUN 4 1990 - 11 50 AM
INTERSTATE COMMERCE COMMISSION
6-155A011

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

Dear Ms. McGee

Enclosed for recordation pursuant to the provisions of 49 U.S.C. 11303(a) are two originals of the first document described below and one original and one photostatic copy of the second document described below.

The first document is an Assignment and Security Agreement (Non-Recourse) together with Rider to Assignment and Security Agreement (Non-Recourse) (collectively, the "Assignment"), a primary document, dated May 29, 1990, between Deutsche Credit Corporation and U.S. Railcar, Inc.

The names and addresses of the parties to the Assignment are:

DCC

Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, Illinois 60015

U.S.

U.S. Railcar, Inc.
2333 Waukegan Road, Suite N200
Deerfield, Illinois 60015

A description of the railcars covered under the Assignment is set forth in Schedule 1 attached thereto.

Eric S. Hardies
C. Quenter

30.00

JUN 4 11 45 AM '90
MOTOR OPERATING UNIT

Ms. N. R. McGee
June 1, 1990
Page 2

A check for \$15.00, payable to the order of the Interstate Commerce Commission, is enclosed to cover the required recordation fee of the Assignment.

The second document is an Equipment Lease (the "Lease"), dated April 13, 1989, between U.S. Railcar, Inc. ("U.S.") and Southern Pacific Transportation Company ("SPTC"). The Lease should be filed after the Assignment, the primary document to which it relates.

The names and addresses of the parties to the Lease are:

U.S.

U.S. Railcar, Inc.
2333 Waukegan Road, Suite N200
Deerfield, IL 60015

S.P.T.C.

Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, CA 94105

A description of the railcars covered by the Lease is set forth on Exhibit A attached thereto.

A check for \$15.00, payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Lease.

Kindly return one original of the Assignment and the Lease in the envelope provided to Kelley W. White, Esq., Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of each of the enclosed documents:

Primary Document. Assignment and Security Agreement (Non-Recourse), together with Rider to Assignment and

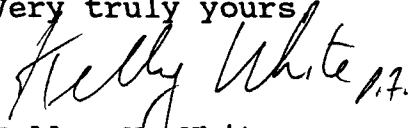
Ms. N. R. McGee
June 1, 1990
Page 3

Security Agreement (Non-Recourse), dated May 29, 1990, between Deutsche Credit Corporation and U.S. Railcar, Inc., covering ninety-three (93) 100-ton gondola railcars described on Schedule One attached thereto.

Secondary Document. Equipment Lease, dated April 13, 1989, between U.S. Railcar, Inc. and Southern Pacific Transportation Company, covering ninety-three (93) 100-ton covered gondola railcars described on Exhibit A attached thereto.

Please call me at the telephone number above in Chicago if you have any questions.

Very truly yours



Kelley W. White

KWW:jbt
Enclosures

cc: Mr. Steven Ordaz
T. Stephen Dyer, Esq.
Robert W. Kleinman, Esq.

Interstate Commerce Commission

Washington, D.C. 20423

5/4/90

OFFICE OF THE SECRETARY

Kelley W. White

Rose & Hardies

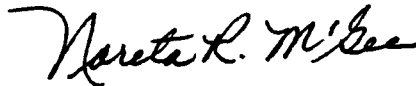
150 North Michigan Avenue

Chicago, Illinois

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/4/90 at 11:50am and assigned recordation number(s). 16884 & 16884-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

ASSIGNMENT AND SECURITY AGREEMENT
(NON-RECOURSE)

This Security Agreement is being entered into in order to grant additional rights and to assign all rights to a certain Lease between U.S. Railcar, Inc. and Southern Pacific Transportation Company, dated ~~1988~~ 1990 May 29 th 1990 11 59 AM initial
FOR VALUE RECEIVED, the undersigned ("Assignor") does hereby, absolutely and unconditionally, to Deutsche Credit Corporation, its successors and assigns (hereinafter referred to as "Deutsche Credit"), pledge the lease and assign all rents, including additional rent, and other payments due, or to become due, under the annexed original copies of the equipment lease(s) and schedule(s) (hereinafter collectively referred to as the "Lease") and, described on the annexed ~~Schedule A~~ Schedule 1 to Rider, which are attached and made a part of this Agreement.

Further, in order to secure payment by Assignor of all of its obligations under a certain Non-Recourse Promissory Note of even date herewith executed by Assignor to the order of Deutsche Credit (hereinafter referred to as the "Note"); performance by Assignor of all of the obligations of Assignor contained herein, and, payment and performance by the lessee of all obligations on the part of the lessee to be performed under the Lease, Assignor grants, and by these presents does hereby grant, to Deutsche Credit a security interest in and to the Lease, all monies due, or to become due, in connection with the exercise by the lessee of an option, if any, to purchase the equipment described in the Lease; the equipment described in the Lease, and, the proceeds thereof ~~Assignor's performance of its obligations under the Repurchase and~~ Indemnity Agreement of even date are secured by this Assignment and Security Agreement (Non-Recourse) initial

Assignor warrants and represents that Assignor is the owner of the equipment described in the Lease and that the Lease and the equipment described therein are free, and will continue to be free, of all liens, claims and encumbrances, except for the lease and the security interest created herein, the Lease and any accompanying agreement(s) and/or guaranty(ies) (hereinafter collectively referred to as the "Lease") have been duly and properly authorized and executed by the parties thereto and are genuine, collectible and enforceable, the amount of unpaid rentals for the Lease term contained in the Lease is true and correct, the Lease is the only Lease executed concerning the equipment described in said Lease and is, and will (arising from acts or omissions of Assignor) continue to be, free from any and all counterclaims, defenses and setoffs, the Lease and the proceeds thereof have not been, and will not be (without the prior written consent of Deutsche Credit, which consent will not be unreasonably withheld) pledged or assigned to any other party, other than Deutsche Credit; all signatures, names, addresses, and other statements and facts contained in or on the Lease are true, correct and genuine, the Lease conforms to all applicable laws and regulations, the Lease is effective against all persons, the Lease evidences a valid reservation of title to, or first lien upon, the equipment, all required use and sales taxes on the Lease and rents, as of the date of this Assignment and Security Agreement (hereinafter referred to as the "Agreement") have been collected from the lessee and paid by Assignor, if filing or recording or registration of a certificate or document of title or a financing statement is required or permitted by law, such document has been so filed and recorded or registered, in a timely and proper manner, as to be effective, against all persons, the equipment leased has been delivered to and accepted by lessee in a condition satisfactory to lessee, the leased equipment has been, and is insured, by either the Assignor or lessee, if Assignor is obligated to furnish insurance on the leased equipment, then Assignor shall keep said insurance in full force and effect; Deutsche Credit is, or will be, named as loss payee on the insurance policy, and, if required by Deutsche Credit, as an Additional Insured on any public liability insurance coverage; and, Assignor has complied, and will continue to comply, with, and has performed, and will continue to perform, all of its warranties, representations and other obligations to lessee.

If, at any time in the future, it is discovered by Deutsche Credit that the Lease and/or Assignor has failed, or fails to conform, to any of the warranties and representations made to Deutsche Credit in connection with this pledge and assignment, Assignor will immediately pay off the indebtedness secured by this Agreement, and will pay therefor, to Deutsche Credit, an amount, in cash, equal to the unpaid balance owing thereon, at the time demand is made, together with accrued late charges and out of pocket expenses incurred by Deutsche Credit in connection therewith.

This Agreement is made without recourse as to the financial ability of the lessee to pay, provided, however, that nothing herein shall be deemed, intended or construed to release, or to waive, any claim, right or remedy that Deutsche Credit may have, by reason of Assignor's failure to perform its obligations under the Lease or by reason of Assignor's breach of any of the warranties or representations set forth herein, ~~and/or by reason of Assignor's failure to perform its obligations under the Repurchase and Indemnity Agreement~~ Assignor's breach of any warranties set forth in the Repurchase and Indemnity Agreement against Assignor. initial
The Assignor appoints, and by these presents does hereby irrevocably appoint, Deutsche Credit its true and lawful attorney-in-fact, coupled with an interest and with full power of substitution, to enforce the Assignor's rights and remedies under the Lease and to take any action which Deutsche Credit may deem necessary or appropriate to protect and preserve its security interest in the Lease, in the equipment described therein and the proceeds thereof Assignor has no authority to, and will not, without Deutsche Credit's prior written consent, accept collections, repossess or consent to the return of the equipment, or modify or terminate the Lease

Deutsche Credit shall have the sole right, without notice to Assignor and without reducing Assignor's liability under this Agreement, to collect payments due, or to become due, under the Lease, and to otherwise manage, administer and enforce the Lease

Deutsche Credit, without reducing the Assignor's liability under this Agreement, shall have the right, with notice to and the consent of Assignor (which consent will not be unreasonably withheld by Assignor), to voluntarily modify, amend or accept prepayment of the Lease, to grant any extension of time of payment, compromise or release. It being understood, by and between Assignor and Deutsche Credit, that Deutsche Credit may be compelled, involuntarily (due to an order or ruling of a state, federal or bankruptcy court), to perform one or more of the aforesaid acts and, in such event, Deutsche Credit shall notify Assignor, but the consent of Assignor shall not be required under this Agreement to perform said involuntary act

Assignor shall pay all damages, costs and expenses, including court costs and reasonable attorney's fee, incurred or sustained by reason of any breach of this Agreement or incurred in enforcing any of the provisions hereof.

If any of the assigned monies or the equipment be received by or returned to the Assignor, the same shall be received by the Assignor in trust for the benefit of Deutsche Credit, shall be held segregated from other funds of the Assignor, in a separate account, and will be immediately delivered in kind to Deutsche Credit

Assignor shall keep and perform all the obligations to be performed on the part of the lessor under the Lease and will save and hold Deutsche Credit harmless from any failure so to do; notwithstanding this Agreement, or any notice thereof, Deutsche Credit shall not be obligated to perform any of the obligations on the part of the Assignor arising under the Lease

Deutsche Credit may audit the Assignor's books and records relating to the Lease and may endorse Assignor's name on any checks and other remittances received in respect to the Lease

Assignor subordinates, and by these presents does hereby subordinate, any rights Assignor may have to any rights Deutsche Credit may now have, or hereafter may acquire, against lessee with respect to the Lease, the leased equipment or the proceeds thereof.

Deutsche Credit's waiver or failure to act, expressed or implied, in the event of any breach of any of the foregoing shall not constitute a waiver of Assignor's obligations, or of Deutsche Credit's rights, under this Agreement, the Lease, or the Note.

Assignor acknowledges receipt of a true copy of this Agreement and waives acceptance thereof This Agreement shall be binding upon and enure to the benefit of Assignor and Deutsche Credit and their respective heirs, successors, assigns and legal and personal representatives.

Assignor warrants and represents that it has caused this Agreement, and the Note of even date herewith, to be executed by a duly authorized representative of Assignor

IN WITNESS WHEREOF, Assignor has executed this Agreement the 29th day of May, 1990

ATTEST:
Stanley H. Crowder

ASSIGNOR
U.S. Railcar, Inc.
By: [Signature]
Title: PRESIDENT
PRINT

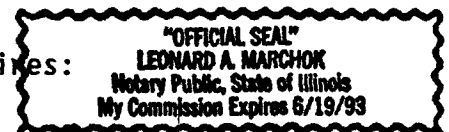
STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

On this 29TH day of MAY, 1990, before me, the subscriber, LEONARD A. MARCHOK, a Notary Public, duly commission, qualified and acting, within and for said County and State, appeared in person the within named HOMER JONES to me personally known, who stated and acknowledged that he is the PRESIDENT of U.S. Railcar, Inc., an Illinois corporation, and duly authorized by authority of the board of Directors or By-Laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29TH day of MAY, 1990.

Leonard A. Marchok
Notary Public

My commission expires:



**RIDER TO ASSIGNMENT AND
SECURITY AGREEMENT
(NON-RECOURSE)**

This Rider to Assignment and Security Agreement (Non-Recourse), dated as of 5-29, 1990, is entered into between Assignor and Deutsche Credit Corporation.

The Lease was entered into between Assignor and Southern Pacific Transportation Company as of April 13, 1989. The rail equipment subject to the Lease, and in which Deutsche Credit has been granted a security interest, is described on Schedule 1 to this Assignment and Security Agreement (Non-Recourse). Assignor has delivered to Deutsche Credit a full, complete and correct copy of the Lease and the Bill of Sale (as defined hereinafter). Assignor agrees to direct the lessee under the Lease to make all payments under the Lease directly to Deutsche Credit.

In order to secure payment by Assignor of all of its obligations under the Note, performance by Assignor of all of the obligations of Assignor contained herein, and payment and performance by the lessee of all obligations on the part of the lessee to be performed under the Lease, Assignor grants, and by these presents does hereby grant, to Deutsche Credit, in addition to the other rights and security interests granted under this Agreement a security interest in and to (i) the Bill of Sale (the "Bill of Sale") from The Pittsburgh and Lake Erie Railroad Company to U.S. Railcar, Inc. pursuant to which the rail equipment described on Schedule 1 to this Agreement was conveyed to Assignor and (ii) all other documents executed in connection with the Lease and the Bill of Sale.

Assignor shall file and record the Lease and this Assignment and Security Agreement (Non-Recourse) with the Interstate Commerce Commission in accordance with 49 U.S.C. 11303.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

The parties hereto shall be entitled to all rights conferred by the provisions of 49 U.S.C. 11303 and such additional rights arising out of the filing, recording, registering or depositing, if any, of this Agreement as shall be conferred by the laws of any jurisdiction in which this Agreement shall be filed, recorded, registered or deposited.

Assignor agrees to pay the legal fees, title searches (UCC, ICC and others, if necessary) and Interstate Commerce Commission filing charges in connection with the assignment of the Lease to Deutsche Credit and actions related thereto, plus a documentation fee of \$1,251.98.

This Agreement, including this Rider, may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Rider to Assignment and Security Agreement (Non-Recourse) as of this 29th day of May, 1990.

ASSIGNOR:

U.S. RAILCAR, INC.

By: Homer S. Jones
Title: PRESIDENT

DEUTSCHE CREDIT CORPORATION

By: James S. [Signature]

Title: SVP, CFO & TREASURER

By: Jim Fresh

Title: Asst. V.P.

051401.rr

APPENDIX A
(Schedule 1)
93 Covered Gondolas

PLE 44000	PLE 44317	PLE 44365
PLE 44001	PLE 44319	PLE 44370
PLE 44002	PLE 44320	PLE 44371
PLE 44003	PLE 44321	PLE 44373
PLE 44004	PLE 44322	PLE 44376
PLE 44006	PLE 44323	PLE 44377
PLE 44007	PLE 44325	PLE 44380
PLE 44008	PLE 44326	PLE 44381
PLE 44009	PLE 44327	PLE 44382
PLE 44010	PLE 44329	PLE 44384
PLE 44011	PLE 44331	PLE 44385
PLE 44012	PLE 44332	PLE 44386
PLE 44013	PLE 44334	PLE 44387
PLE 44014	PLE 44335	PLE 44390
PLE 44016	PLE 44336	PLE 44391
PLE 44017	PLE 44337	PLE 44392
PLE 44020	PLE 44338	PLE 44393
PLE 44021	PLE 44339	PLE 44394
PLE 44022	PLE 44342	PLE 44396
PLE 44035	PLE 44343	PLE 44397
PLE 44300	PLE 44344	PLE 44398
PLE 44301	PLE 44348	PLE 44399
PLE 44302	PLE 44351	PLE 44400
PLE 44304	PLE 44352	PLE 44401
PLE 44306	PLE 44353	PLE 44402
PLE 44307	PLE 44354	PLE 44409
PLE 44308	PLE 44357	PLE 44418
PLE 44310	PLE 44358	PLE 44419
PLE 44312	PLE 44359	PLE 44422
PLE 44314	PLE 44360	PLE 44423
PLE 44316	PLE 44361	PLE 44424

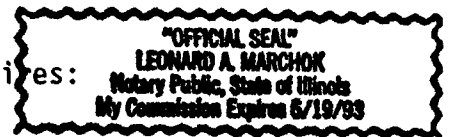
STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

On this 29th day of MAY, 1990, before me, the subscriber, LEONARD A. MARCHOK, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named HOMER JONES to me personally known, who stated and acknowledged that he is the PRESIDENT of U.S. Railcar, Inc., an Illinois corporation, and duly authorized by authority of the board of Directors or By-Laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of MAY, 1990.

Leonard A. Marchok
Notary Public

My commission expires:



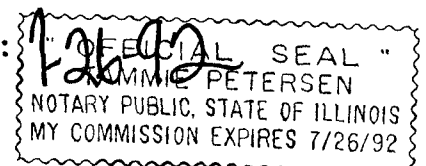
STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

On this 30th day of MAY, 1990, before me, the subscriber, Jammie Petersen, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named James S. Poor and Michael Presti to me to me personally known, who stated and acknowledged that they are the SVP, CEO & Treasurer and Asst. V.P. of Deutsche Credit Corporation, a Delaware corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in their capacity as such officers to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that they have so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of MAY, 1990.

Jammie Petersen
Notary Public

My commission expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

On this 29TH day of MAY, 1990, before me, the subscriber, LEONARD A. MARCHOK, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named HOMER JONES to me personally known, who stated and acknowledged that he is the PRESIDENT of U.S. Railcar, Inc., an Illinois corporation, and duly authorized by authority of the board of Directors or By-Laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29TH day of MAY, 1990.

Leonard A. Marchok
Notary Public

My commission expires:

"OFFICIAL SEAL"
LEONARD A. MARCHOK
Notary Public, State of Illinois
My Commission Expires 6/19/93

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

On this 30th day of May, 1990, before me, the subscriber, Tammie Petersen, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named James J. Poor and Michael Presti to me to me personally known, who stated and acknowledged that they are the SVP, CFO & TREASURER and ASST. V.P. of Deutsche Credit Corporation, a Delaware corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in their capacity as such officers to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that they have so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of May, 1990.

Tammie Petersen
Notary Public

My commission expires:

7-26-92
"OFFICIAL SEAL"
TAMMIE PETERSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/26/92